

INTRANSIT LIMITED

1. COACH HIRE CONDITIONS

The conditions apply whether a contract has been made verbally, via email, or in writing. The Hirer enters into contract with Intransit Limited (herein known as “the Company”) on behalf of him/herself and for all passengers travelling within the terms agreed. The Hirer agrees that he or she has full authority to enter into this contract, and to accept the terms and conditions of said contract. Any breach by the Hirer of said contract, either through lack of authorised responsibility or otherwise, resultant in loss, damage (material or otherwise), claim, award or settlement against the Company, will render the Hirer liable to provide appropriate compensation.

2. QUOTATIONS

Quotations are given based on information provided by the Hirer, as well as the vehicle and staff availability deemed correct at the time of quoting. Quotations remain valid for a period of one calendar month (unless otherwise stated), following which they may be subject to review. Unless otherwise stated, admission charges, tariffs and refreshment costs for services provided by third parties are not included in the Company’s quotations.

3. USE OF COACH & DRIVER

Unless agreed in writing prior to a booking, the vehicle and/or driver should not be assumed to remain available to the hirer between journeys. Any such availability is only made at the discretion of the Company and its management.

4. BEHAVIOUR, CONDUCT OF PASSENGERS & LICENCE RESTRICTIONS

Under the regulations set out by Guernsey’s Traffic & Highway Services Department, each of the Company’s vehicles is licensed to carry a predetermined maximum number of passengers – which is legally binding, and as such the Hirer agrees not to attempt to knowingly overload said vehicle. The Company has a strict policy of not allowing the consumption of food or beverages (alcoholic and non-alcoholic) within any of its vehicles, other than by prior written agreement from Company management. Abusive behaviour (verbal or physical) will not be tolerated, and will immediately result in a breach of contract. Company staff have the full authority of management to deal with any resultant situation that may arise, in a manner which they deem appropriate (including complete withdrawal of services). The Hirer is responsible for any damage, temporary or permanent, arising as a result of contravening the conditions set out within, and will be liable to reimburse the Company for any valeting or repairs to be carried out as a result, as well as any loss of earnings, or the hire from a third party of a temporary replacement vehicle which may be resultant. Chewing gum, alcoholic beverages, illegal substances and smoking are not permitted on any vehicle belonging to the Company, and will result in the driver asking passengers, or the party, to leave the vehicle. The driver is responsible for the safety of the vehicle. Any passenger whose conduct is deemed to be detrimental to such safety may be removed from the vehicle or prevented from boarding on the driver’s authority.

The Company reserves the right to make a valeting charge of at least £150.00 for any damage caused by food, drink or illness. If the damage caused is in excess of £150.00, then full reimbursement will be claimed. Any damage caused or incited by the group travelling will result in the Hirer being liable for all expenses incurred, and an immediate withdrawal of services by the Company.

5. CONFIRMATION OF BOOKING

Bookings shall only be deemed to be confirmed upon written correspondence (including electronic mail) from the Company. Unacknowledged written correspondence from the Hirer shall not be deemed to be contractual. Upon confirmation of a booking, it is the Hirer's responsibility to check the details of the booking, and to raise any discrepancies immediately (and prior to the actual booking) with the Company, in order that such error can be corrected. A revised confirmation from the Company will then be required. Unless re-confirmation is received, no assumption of changes should be made.

6. PAYMENT

Any requested deposit must be paid by the time stipulated, and payment in full must be made before the start of the hire unless the Company has agreed in writing to defer payment until a specific date. The Company reserves the right to add interest at the rate of 5% compound interest, per calendar month, after the date by which payment should have been made.

The Hirer shall be personally liable for the payment of all deposits and payments for the entire passenger count of any contract, but, in the event of failure by the hirer to discharge such deposits and/or payments, the Company reserves the right to claim the same from each passenger individually or collectively and each passenger shall remain jointly and severally liable for such payments.

Payment may be made by cheque to Intransit Limited or by bank transfer to HSBC Bank plc sort code 40-22-25, account Intransit Limited account number 62519720

7. CONVEYANCE OF ANIMALS

The Company reserves the right to refuse passage of any animal or animals, other than registered Guide Dogs (advance notice required).

8. CANCELLATION BY HIRER

Should the Hirer wish to cancel any arrangement, the Company reserves the right to cover loss of earnings, at the discretion of management, using the following scale of charges:

8 days or more – loss of deposit (if applicable)

24 to 48 hrs – 35% of hire

4 to 24 hrs – 50 % of hire

4 hrs or less to pick up time - 100% of hire

Any associated costs from third party suppliers (admission fees to venues, catering costs, third party coach hire etc) will be passed on to the Hirer at quoted price. Please note that third party cancellation rates may differ to the Company policy.

The cancellation will only become effective upon written notice from the Hirer being received in writing by the Company. The Hirer is advised to consider taking out a travel insurance policy.

9. CANCELLATION OF SERVICES BY THE COMPANY

In the event of any unforeseen emergency or event over which the Company has no control (including adverse weather and road conditions), or in the event of the Hirer changing plans which in turn vary an agreed contract, the Company may cancel the contract by returning any deposit and/or payment made, without liability.

10. CHANGES AND VARIATIONS

In the event that a vehicle and driver be detained by the Hirer, or the journey becomes longer than initially contracted for, the Company reserves the right to add additional charges for any cost incurred.

The Company will endeavour to ensure that the coach(es) will depart at times agreed with the Hirer, and the Company will not be liable for any loss or injury sustained by any late arriving passengers who fail to join a vehicle at the agreed time. The Company will endeavour to accommodate changes at short notice, although cannot guarantee such changes. The Company will also endeavour to fulfil all excursions as described within any advertising, however, the Company will not be held responsible for changes made by third party providers.

11. VEHICLES IN USE

The Company may substitute the requested coach(es) with other vehicles (including those from other operators) where operational circumstances dictate. The Company will endeavour to provide replacement equipment of a similar or higher standard in such circumstance. Equipment within the coaches, e.g. public address systems, is provided at the discretion of the Company, unless the contract specifies that any such facilities are mandatory.

12. DELAYS

Events beyond the control of the Company, such as weather, roadworks and traffic hold ups, may affect the promptness of the arrival and the journey time of the Company's vehicles, and as a result of which the Company cannot be held responsible for any subsequent issues that may arise. Any further action taken in favour of the Hirer is at the discretion of the Company. In the event of delays caused by the late arrival of aircraft or ferries, the Company will do their utmost to collect passengers at the amended time of arrival. If, however, the company is unable to do so due to prior commitments, it will endeavour to get to the airport or harbour as soon as practically possible after the late arrival time. It is the responsibility of the Hirer to ensure that the Company is kept informed of delays or cancellations, and

that passengers and/or group leaders have emergency contact numbers for the Company.

13. AGENCY ARRANGEMENTS

Where the Company hires in vehicles and drivers from other operators at the request of the Hirer, and where the operator arranges ancillary facilities such as admission tickets or any other services provided by another supplier it does so as Agent for and on behalf of the Hirer. Any terms and conditions imposed by such other suppliers through the company shall be binding on the Hirer as if directly contracted for such services.

14. PASSENGERS' PROPERTY

The Company's vehicles are restricted by statute as to the amount in both weight and size that they may carry, and the Hirer shall accept that the driver's decision is final as to whether and to what extent passengers' luggage and effects can be carried. The Hirer also agrees that such luggage or effects remain at the sole risk of the passenger concerned, and the Company shall not be liable for any loss or damage of such baggage or effects of whatsoever nature and howsoever caused, unless proven negligent. The Company does not, however, accept liability for any damage to or loss of any property left upon the vehicle without prior arrangement (including items left onboard after a contract or hire) by a passenger whether or not with the knowledge of the Company, its servants or agents. All articles of lost property recovered from the vehicle will be held for a maximum of one week only. If the property is not reclaimed, it may be disposed of at the Company's discretion. Mobile telephones, money and items deemed valuable will be deposited with the Guernsey Police. Where possible, at the customer's request, we will return any items found at the customer's expense.

15. JURISDICTION

Any contract entered into for vehicle hire will be governed by Guernsey Law. This information is correct as at 1st February 2017 and is applicable to booking dates commencing 1st February 2017. These conditions are reviewed on a regular basis and the most up to date copy is available on our website – www.intransit.gg.

These general Terms and Conditions apply to all Contracts, unless you have received specific Terms and Conditions relating to your business or hire, which supersede the relevant clauses in the above.